

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division

TRENA N. CLARK,

Plaintiff,

v.

Civil Action No. 2:09cv36

CITY OF CHESAPEAKE, and

CITY OF CHESAPEAKE FIRE DEPARTMENT, and

CHIEF R. STEPHEN BEST, SR., in his individual and official capacity as
CHIEF OF THE CITY OF CHESAPEAKE FIRE DEPARTMENT,

Defendants.

ANSWER OF THE CITY OF CHESAPEAKE

NOW COMES Defendant, the City of Chesapeake (“Defendant” or the “City”), and for its Answer states as follow:

1. This paragraph sets forth legal conclusions to which no response is necessary. To the extent a response is required, these allegations are denied.

2. Defendant admits that its boundaries lie within the eastern District of Virginia. Any remaining allegations in this paragraph are denied.

3. Admitted.

4. Admit that Chief R. Stephen Best is the Fire Chief of the City of Chesapeake Fire Department of the City of Chesapeake, Virginia and that he is a citizen of the United States. The remaining allegations of this paragraph are denied.

5. Admit that Chief R. Stephen Best is a U.S. citizen and resident of the Commonwealth of Virginia. The remaining allegations of this paragraph are denied.

6. Denied.

7. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required, these allegations are denied.

8. Defendant admits that EEOC issued a determination on or about September 28, 2007. Defendant denies that such determination was in any way correct, accurate or substantiated by any evidence.

8. [sic] Defendant is without knowledge or information to know whether Plaintiff requested issuance of a right to sue letter. Defendant admits a "Right to Sue Letter" was issued but denies it was issued on or about November 1, 2008.

9. This paragraph sets forth legal conclusions to which no response is required. To the extent a response is required, these allegations are denied.

10. Admit that Plaintiff has been employed by the City of Chesapeake as a firefighter/shock trauma since approximately November 1996. The City further admits that at some point during her employment, Plaintiff was assigned to Fire Station Seven (7).

11. Denied.

12. Admitted.

13. Admit that Firefighter/Shock Trauma employees were continually transferred and that, effective June 1, 2006, Plaintiff's new assignment was to Station Eight (8). It is denied that such transfer was to accommodate a white male firefighter/EMT who requested to be transferred to Station Seven (7).

14. Admitted. At the time Defendant was short approximately 50 firefighter/shock trauma employees.

15. Defendant admits there were three white male firefighter/EMTs assigned to Station Seven (7) at the time of Plaintiff's transfer to Station Eight. The remaining allegations of this paragraph are denied.

16. Denied.

17. Denied.

18. Defendant is without knowledge or information sufficient to admit or deny this request. Accordingly, this allegation is denied.

19. Denied.

20. Defendant admits that Plaintiff filed an EEOC charge on or about July 27, 2006, and that she filed an amended charge with EEOC on December 12, 2006. Defendant denies either charge has any merit whatsoever.

21. Denied.

22. Denied.

23. Defendant is without knowledge or information sufficient to admit or deny this request. Accordingly, this allegation is denied.

24. Defendant is without knowledge or information sufficient to admit or deny this request. Accordingly, this allegation is denied.

25. Defendant repeats and realleges, by reference, its prior responses as if fully set forth herein.

26. Denied.

27. Denied.

28. Denied.

29. Denied. Defendant denies each and every factual allegation, and denies that Plaintiff is entitled to any of the relief requested in the “WHEREFORE” clause following Paragraph 29.

30. Defendant repeats and realleges, by reference, its prior responses as if fully set forth herein.

31. Denied.

32. Denied.

33. Denied.

34. Denied. Defendant denies each and every factual allegation, and denies that Plaintiff is entitled to any of the relief requested in the “WHEREFORE” clause following Paragraph 34.

35. Defendant repeats and realleges, by reference, its prior responses as if fully set forth herein.

36. Denied.

37. Denied.

38. Denied.

39. Denied. Defendant denies each and every factual allegation, and denies that Plaintiff is entitled to any of the relief requested in the “WHEREFORE” clause following paragraph 39.

40. Any allegation not expressly admitted herein is denied.

AFFIRMATIVE DEFENSES

1. Plaintiff has failed to state a claim upon which relief can be granted.

2. Plaintiff’s claims are barred by the applicable period of limitations.

3. Plaintiff failed to complain to anyone in the City of Chesapeake about any of the allegedly discriminatory actions complained about herein; accordingly, Plaintiff's claims are barred by the *Faragher* and *Ellerth* affirmative defense.

4. Plaintiff failed to exhaust her administrative remedies.

5. The City has legitimate, non-discriminatory reasons for any of the allegedly discriminatory conduct complained of herein.

6. The City reserves the right to amend or add to its affirmative defenses based on evidence revealed through discovery or otherwise.

CITY OF CHESAPEAKE,
CITY OF CHESAPEAKE FIRE DEPARTMENT
and R. STEPHEN BEST, SR., individually and in
his official capacity as CHIEF OF THE CITY OF
CHESAPEAKE FIRE DEPARTMENT

By _____ /s/
Of Counsel

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Certificate of Service

I hereby certify that on the 24th day of February 2009, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, and I hereby certify that I will mail the document by U.S. mail to the following non-filing user, *pro se* plaintiff:

Trena N. Clark
1165 Bells Mill Road
Chesapeake, Virginia 23322
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_____/s/_____
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